# Contract Ref: Y11171

# Supply of Multi-functional Devices and Document Solutions, Digital Duplicators, Print Room Equipment, Independent Audit and Managed Print Services

# CBC USER GUIDE
## ISSUE NO.3

**Contract Period: 4 years – 1st November 2012 to 31st October 2016**

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## LEAD AUTHORITY CONTACT DETAILS

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| | |
|---|---|
| **Original OJEU contract ref:** | **2012/S 127-210515** |
| **OJEU Award Notice ref:** | **CA-2012-11-02 (Lots 1/2/3/4 only)** |
| | **119113-2013-EN (Lots 5/6 only)** |

## SECTION 1 – SCOPE AND CONTEXT

In accordance with best procurement practice, EU & UK Procurement Directives & Regulations and Kent County Council's Standing Orders, Kent County Supplies (KCS) a business unit of Commercial Services on behalf of Kent County Council (the CBC Lead), representing the Central Buying Consortium (CBC) wished to create an accessible Framework Agreement (the Agreement) for the supply and delivery of Multi-functional Devices and Document Solutions, Digital Duplicators, Print Room Equipment, Independent Audit and Managed Print Services.

The convergence of technology within the output equipment market provides opportunities for better hardware selection, process improvements and cost efficiencies.

CBC required the new agreement to focus on purchased and/or leased based multifunctional devices, combined with a cost per page service agreement inclusive of consumables, to assist our customer base with budget management and total cost of ownership calculations. There is also a requirement for the provision of Independent Audit and Full Managed Print Services.

To ensure choice and best value effectiveness to those who wish to use the framework LOTs 1 – 4 have been awarded to a range of manufacturer brands based on compliant submissions and subsequent evaluation scoring. CBC welcomed bids from both Manufacturers and resellers. Please note that nominated resellers were required to have the full backing and support of the Manufacturer for their bid response to be considered. All bids were inclusive of equipment, spare parts, equipment availability, latest advances in technology provision, contract management, manufacturer trained engineers and price support for End Users.

LOTs 5 and 6 have been awarded to a range of providers who submitted compliant bids for these lots and in accordance with the evaluation criteria as stated.

The Central Buying Consortium (CBC) is a group of County, Borough and City Councils, the purpose of which is to improve the effectiveness, by co-ordination, of local authority purchasing with the object of effecting savings in public expenditure for the benefit of its members Details on CBC membership can be found at

**www.cbconline.org.uk**

This new Agreement will supersede a number of existing Agreements currently in place within the Central Buying Consortium (CBC). Existing contract CBC1770 remained in place until the commencement date of this Framework Agreement.

Existing End User lease agreements for individual machines will continue to run until the expiry of their individual term under the relevant Terms and Conditions of Contract when the machine was originally leased and beyond.

The procurement process adopted by CBC is based upon the Open Procedure, as detailed in the EU Combined Procurement Directive 2004/18/EC. In brief the process was as follows:

- Only those organisations that expressed their interest in this opportunity via the South East Business Portal received this Invitation to Tender
- All submitted compliant bids were evaluated in accordance with the instructions contained within the tender document.

Public bodies will have access to this Agreement but may do so only through the Lead Authority. Those organisations who may wish to access this agreement will be members, affiliates and associates of the CBC group, Regional Improvement and Efficiency Partnerships (RIEP), the Police Service, the Fire Service, the NHS & NHS Trusts, third sector organisations, academic centres (including Academies), publicly funded organisations and publicly owned private companies, operating within the geographic boundaries of the United Kingdom, Channel Islands and Northern Ireland.

Information on all such bodies can be found at the following websites

Current members of the Regional Improvement and Efficiency Partnerships:

| | |
|---|---|
| East Midlands: | http://www.eastmidlandsiep.gov.uk |
| London: | http://www.londoncouncils.gov.uk/capitalambition |
| East: | http://www.improvementeast.gov.uk |
| North East: | http://www.northeastiep.gov.uk |
| North West: | http://www.nwce.gov.uk |
| South East: | http://www.direct.gov.uk/en/Dl1/Directories/Localcouncils/DG_4003647 |
| South West: | http://www.swcouncils.gov.uk |
| Yorkshire and Humber | http://www.lgyh.gov.uk |

Information on other public bodies, third sector organisations, academic centres (including university procurement organisations) and publicly funded organisations can be found at:

www.southeastiep.gov.uk / www.direct.gov.uk / www.edubase.gov.uk / www.schoolswebdirectory.co.uk / www.police-information.co.uk / www.nhs.uk / www.charity-commission.gov.uk / www.idea.gov.uk / www.fireservice.co.uk / www.opsi.gov.uk / www.cbconline.org.uk / www.Pro5.org / www.direct.gov.uk/en/Dl1/Directories/Localcouncils / / www.hefce.ac.uk / www.espo.org/ojeu-framework-permissible-users / www.universitiesuk.ac.uk

If you are unsure about your eligibility to access the contract please contact the contract lead, KCS, who can advise you. (Contact details on page 2.)

# SECTION 2 – USING THE FRAMEWORK

## Benefits of using the Framework

- Clients wishing to use the Framework should refer to the **CUSTOMER ORDER SELECTION CRITERIA** within section 2
- This Framework is fully compliant with the Public Contracts Regulations 2006
- Terms & Conditions are established to underpin the Framework (see section 5)
- Suppliers adhere to the SLA documentation (see section 6) which gives customers assurance and smooth running of the individual contract. The Lead Authority conducts regular reviews with the suppliers to assess and improve supplier performance.
- The Framework will be managed and monitored by KCS (Commercial Services) (acting for Kent County Council) on behalf of our clients and your views and requirements will be taken into account when reviewing and developing the contract
- Regular benchmarking will be carried out to ensure the Framework remains competitive throughout its life.
- The Framework has been established with a 0.75% management fee which is returnable to the CBC Lead and member authorities using this agreement from the outset. All rebates for non CBC members, CBC members not participating, affiliates and/or associated organisations and all other public bodies accessing this agreement will be collected by the CBC lead and invoiced accordingly.

The framework has been divided and awarded as 6 (six) individual Lots:

### LOT 1- Lease and Purchase of New Multi-functional Devices and Document Solutions

Lot 1 covers the provision of Multifunctional Devices, to include both A4 & A4/A3 Networked and Standalone MFD's, Photocopiers, Printers and Wide Format Printers, all with cost per page maintenance, and the provision of Document Solutions. (Managed Print Services will be covered under Lot 5 and Independent Audit will be covered under Lot 6). Equipment in this Lot may be procured as a direct Purchase or via Lease Agreement.

In addition to the standard manufacturer's warranty, maintenance options must be available for all products.

## LOT 2 - Lease & Purchase of Remanufactured Multi-functional Devices and Document Solutions

Lot 2 covers the provision of Remanufactured Multifunctional Devices, to include A4 & A4/A3 Networked and Standalone MFD's/Photocopiers, with cost per page maintenance and the provision of Document Solutions. (Full Managed Print Services will be covered under Lot 5 and Independent Audit will be covered under Lot 6). Equipment in this Lot may be procured as a direct Purchase or via Lease Agreement and is expected to perform to the same standard as new equipment. Reconditioned machines will not be accepted.

**For the purposes of this Agreement the definition of remanufactured shall be:-**

> The Centre for Remanufacturing and Reuse (CRR) has announced that the British Standards Institution (BSI) has published a new standard for consultation. The standard **BS 8887-2 Design for manufacture, assembly, disassembly and end-of-life processing (MADE) Part 2: Terms and definitions** includes a definition for remanufacturing. The inclusion of the remanufacturing definition in a nationally recognised standard is the first step in enabling remanufacturing to be recognised as a viable option for reducing both the environmental impact and the overall cost of products. The definition aims to remove any ambiguity surrounding the term remanufacturing, which has previously caused some confusion both to industry and to end users. Remanufacturing has been defined in BS 8887-2 as a process "returning a used product to at least its original performance with a warranty that is equivalent to or better than that of the newly manufactured product". This definition ensures that a remanufactured product has the same performance specifications as a new product and is important in enabling a purchaser to buy a remanufactured product with confidence. This new draft standard falls under the family of standards BS 8887. These standards are aimed at designers of new products and, by explicitly defining remanufacturing, designers who subscribe to this standard will now begin to analyse whether remanufacturing is suitable for their product. Ultimately this should lead to an increase in the number of products which are suitable for remanufacturing. The standard also defines other terms important in the sustainability sector, such as recondition, repair and repurpose.

In addition to the standard manufacturer's warranty, maintenance options must be available for all products.

## LOT 3 - Digital Duplicators

Lot 3 covers the provision of Lease/Outright Purchased wet ink based digital duplicators/ copy printers, maintenance and related consumables.

Unless otherwise stated, the costs of providing all specified requirements will be inclusive within the capital equipment costs.

In addition to the standard manufacturer's warranty, maintenance options must be available for all products when required.

## LOT 4 - Print Room

Lot 4 covers the provision of Lease/Outright Purchase and cost per page maintenance High Volume Print-room Equipment/Multi-functional Devices.

Suppliers are reminded that the ability to conform to the basic expectations of the agreement is critical for the award of the contract.

Unless otherwise stated, the costs of providing all specified requirements will be inclusive within the capital equipment costs and cost per page costs and will not incur additional charges e.g. software, installation, delivery fees.

Purchases made under this LOT will be subject to mini-tender competition in accordance with schedule four of the Framework (detailed in Section 2 of this document).

The Customer shall invite all Suppliers under this LOT who are capable of meeting their requirement to partake in a mini-tender.

## LOT 5 – Managed Print Service

Lot 5 covers the provision of a Managed Print Service that controls the customer's printing devices, consolidating charges and driving savings through better efficiencies.

Suppliers tendering for this Lot should be able to provide a full range of hardware from desktop printers to high volume MFD's and reprographics equipment, as well as a full range of software options that can be tailored to meet the Customer's requirement to improve efficiency and drive down the overall cost of their printing processes.

The onus will be on the Customer to carry out a further competition (mini-tender) to all the suppliers awarded under this Lot. The Customer will determine the requirement, specification and award, based on the most economically advantageous tender response.

The information detailed within this Lot is the minimum requirement and the Customer may add further requirements specific to their needs.

It is expected that awarded suppliers would be required by the Customer to undertake an audit prior to any deployment of equipment to confirm that the business needs of the tenderer will be met (unless an independent audit has already been conducted which the Customer is willing to share with the awarded Supplier).

The scope of the MPS requirement is to be discussed and agreed with the Customer but should include the following as a minimum:-

**Audit/Assessment Stage**

- An outline of the position if the situation remains the same
- A full list of the assets
- An analysis of the current devices, with the ratios by users and by floors
- A map of print volumes by devices
- Average toner and consumable costs
- Feedback on the assessment of document processes from the users
- Detailed recommendations on asset reduction, new requirements, movement, placement of assets, disposal of assets, any required training, potential savings and efficiency improvement
- Efficiency /waste reduction recommendations e.g. Follow me printing, remote software, rules based printing
- Report on TUPE considerations

**Design/Agreement**

- Project Managers/teams on both sides to be appointed and agreed (initial meeting to prepare for implementation stage)
- Recommendations of equipment to be agreed and tailored
- Evaluation processes to be agreed
- Software testing and implementation schedule to be agreed and signed off with failure penalties agreed
- Hardware testing and deployment schedule to be agreed and signed off with failure penalties agreed
- Schedule to be agreed for disposal or collection of current equipment
- Novation of contracts on current equipment which is being retained if applicable
- Agreement on how invoices are to be presented to the Customer and appointment of a (dedicated) Account Manager on both sides
- Agreement on any SLA's that might be required in addition to those included within this Framework (including SLA's relating to print room equipment)
- Agreement on secure and rules-based printing processes and default settings
- Agreement on the delivery and disposal of consumables and spare parts and possible storage on site if requested
- Agreement on service notification e.g. dedicated helpdesk, remote notification
- Install, Move, Addition, Change and Disposal procedures to be agreed
- Change management processes to be agreed to ensure end users buy into the new arrangements and will be able to understand the need for change and use the new procedures to their full advantage
- TUPE processes to be agreed where required

**Implementation**

- Project Managers/teams to hold regular meetings to ensure implementation of MPS solution to the schedule that has been agreed
- Orders for equipment to be placed with the Supplier
- Delivery of hardware and software to schedule as agreed
- Removal of existing equipment to be implemented where necessary and any settlements paid
- Regular meetings to be held between Supplier and Customer at which management information is to be presented by the supplier to demonstrate the amount of savings that have been made, and to discuss ways of improving efficiencies and increasing savings in the future
- On going training of staff on both software and hardware
- Continuous monitoring and maintenance of equipment to minimise down-time
- TUPE implementation

**SLA**

The minimum Service Level Agreement for MPS will be as detailed in Schedule 7. However it is envisaged that a further and tailored Service Level Agreement will be agreed between the Customer/End User and the Supplier prior to awarding via further competition.

**Savings**

Measured through the life of the contract against initial projection

**Management**

Processes controlled effectively
Contract Management provided quarterly and to include service reports to ensure that the service level agreement is adhered to
Provide billing to the standard required by the end user, the service on this to be monitored as part of the contract Management
Asset Management

**Costings**
A variety of pricing models are to be available to the End User, such as Cost per Page (with committed volumes), Cost per Page (without committed volumes), Cost per Page plus Lease, Cost per Device and Cost per Seat. It is envisaged that the pricing model will be determined by the end user.

**LOT 6 – Independent Audit**

Lot 6 covers the provision of an Independent Print Audit service to our End Users. This service may be required for End Users who are seeking to understand their current costs in order to improve/minimise them, whilst driving out inefficiencies, prior to carrying out any Managed Print exercise.

**Suppliers can not provide devices or equipment as part of this Lot.**

**The supply of paper is not included in any Lot within this Framework Agreement.**

# SECTION 2 – USING THE FRAMEWORK

## ACCESSING THE FRAMEWORK

When an additional body wishes to join this Agreement they must first seek approval from the CBC Lead by way of a Customer Access Agreement. (Appendix 1)
Customer Access Agreements must be returned to the Lead Authority.

Upon approval of the Access Agreement by the CBC Lead, Suppliers to the Agreement shall be notified of the details of the new Customer and the Supplier shall ensure that said Authority is afforded the Terms, Conditions, Requirements and Pricing as detailed in this, the original Agreement.

**In any event the CBC Lead takes no responsibility for the chosen contracting method of any Customer. In addition Customers take no responsibility for the chosen contracting method of the CBC Lead or any other Customer.**

## CUSTOMER ORDER SELECTION CRITERIA

Individual Customers reserve the right to award individual contracts under this Agreement using the method considered by the individual Participating Authority to be the most appropriate method to meet their need.

When awarding contracts under this Agreement contracting bodies will select the Supplier on the basis of **Most Economically Advantageous (Mini) Tender** – This is the result of a process as determined by the individual Participating Authority of declaring value from all products/services covered by the Agreement. The two methods are cascade or mini tender.

**Cascade** – Ability to meet the need as determined by the Participating Authority by means of selecting the most appropriate supplier based on their final tender scoring. If no additional requirements are required of the original Agreement then the most appropriate supplier can be used, working downwards from the highest scoring supplier.

**Mini Tender** –Should the customer be unable to determine which Supplier is able to provide the best value for money from the Agreement Supplier using the Cascade method quoted above then the customer may hold a mini competition with the appropriate Suppliers to the agreement.

In order to adhere to The Public Contracts Regulations 2006 when re-opening competition under this Agreement the customer should follow the steps below:

1. The customer must invite all Suppliers who are party to the Framework and specifically the Lot against which they wish to procure and who are deemed capable of delivering the customers particular requirement e.g. if the customer wishes to procure Digital Duplicators it shall invite only those Suppliers designated as providers under this Lot (Lot 3) to submit a response to their requirements.

2. The customer shall be responsible for formulating a specification/product brief containing full details of the work/products required. This should include as a minimum a set of outcomes; timescales for completion, timescales for submission of responses and evaluation methodology (see point 5 for further information relating to evaluation).

3. The customer will send the specification/product brief to all the Suppliers within the appropriate Lot quoting the Framework Agreement reference number of **Y11171** (this could be in writing, via post, through the customers own electronic tendering suite) inviting the Supplier to submit a tender. A time limit should be set for the submission of fully completed tender responses.

4. Responses received must be kept in a secure place, unopened, until the designated closing date and time for final submissions has passed. Responses received after the specified date and time should be rejected unless the tenderer can provide evidence that the response was submitted prior to closing date and time.

5. The submitted response shall be evaluated in accordance with the criteria stated in the original specification/product brief. The headline criteria used must be the same as the headline criteria used for the original Agreement (pertinent to each Lot) but the customer may change the weightings and add their own sub-criteria to apply under each headline criteria.

6. Once the customer has determined from their evaluation of submissions the Most Economically Advantageous Tender they shall inform the winning tenderer in writing (should the requirement be of significant and or over the current OJEU threshold the customer should also advise the unsuccessful tenderers of the outcome of the process. This letter should include, the tenderers score the plus and negative points of the tenderers response and the winning tender, its scores and relative merits)

**In any event the CBC Lead takes no responsibility for the chosen contracting method of any customer.**

**Additionally Suppliers should note that CBC members offer its products and services to other public bodies that on occasion may exert a choice or preference of type or brand that they wish to procure. In such cases the CBC member shall provide the Customer with their preferred choice and shall not be held liable for method of selection.**

The Contracting Authority undertaking the mini tender may also cancel the mini tender process without liability.

## SECTION 3 - AWARDED SUPPLIERS AND SCORING

**The following table sets out the suppliers in each lot appointed to the Framework:**

| Supplier | Lot 1 Multi-Function Devices | Lot 2 Remanu-factured Devices | Lot 3 Digital Duplicators | Lot 4 Printroom Equipment | Lot 5 Managed Print Service | Lot 6 Independent Print Audit |
|---|---|---|---|---|---|---|
| **Annodata Ltd** | ✓ | ✗ | ✗ | ✗ | ✓ | ✗ |
| **Balreed Digitec Ltd** | ✗ | ✗ | ✗ | ✗ | ✗ | ✓ |
| **Canon UK Ltd** | ✗ | ✗ | ✗ | ✓ | ✓ | ✓ |
| **Konica Minolta Business Solutions UK Ltd** | ✓ | ✗ | ✗ | ✓ | ✓ | ✗ |
| **Newfield IT** | ✗ | ✗ | ✗ | ✗ | ✗ | ✓ |
| **Puro Solutions Ltd** | ✗ | ✗ | ✗ | ✗ | ✗ | ✓ |
| **Ricoh UK Ltd** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| **Sharp Business Systems UK plc** | ✓ | ✗ | ✗ | ✓ | ✓ | ✗ |
| **Wyse Solutions Ltd** | ✗ | ✗ | ✗ | ✗ | ✗ | ✓ |
| **XMA Print Solutions Ltd** | ✗ | ✗ | ✗ | ✓ | ✗ | ✗ |

## SECTION 3 cont'd

**The following tables set out the scores awarded to each supplier under each Lot:**

### LOT 1 - Multifunctional Devices & Document Solutions

| Awarded Suppliers (Brand supplied) | Generic Score | Lot 1 Score | Total Score |
|---|---|---|---|
| Sharp Business Systems UK plc (Sharp) (formerly IOT Sharp Digital Solutions) | 530.00 | 810.00 | 1340.00 |
| Annodata Ltd (Kyocera) | 460.00 | 700.00 | 1160.00 |
| Annodata Ltd (Canon) | 460.00 | 663.00 | 1123.00 |
| Ricoh UK Ltd (Ricoh) | 400.00 | 651.50 | 1051.50 |
| Konica Minolta Business Solutions UK Ltd (KM) | 430.00 | 606.00 | 1036.00 |

### LOT 2 - Remanufactured Multifunctional Devices & Document Solutions

| Awarded Suppliers (Brand supplied) | Generic Score | Lot 2 Score | Total Score |
|---|---|---|---|
| Ricoh UK Ltd (Ricoh) | 400.00 | 816.00 | 1216.00 |

### LOT 3 - Digital Duplicators/ Copy-printers

| Awarded Suppliers (Brand supplied) | Generic Score | Lot 3 Score | Total Score |
|---|---|---|---|
| Ricoh UK Ltd (Ricoh) | 400.00 | 816.00 | 1216.00 |

### LOT 4 - Print-room Equipment

| Awarded Suppliers (Brand supplied) | Generic Score | Lot 4 Score | Total Score |
|---|---|---|---|
| Sharp Business Systems UK plc (Sharp) (formerly IOT Sharp Digital Solutions) | 530.00 | 886.00 | 1416.00 |
| Ricoh UK Ltd (Ricoh) | 400.00 | 692.20 | 1092.20 |
| Konica Minolta Business Solutions UK Ltd (Konica) | 430.00 | 623.60 | 1053.60 |
| Canon UK Ltd (Canon) | 425.00 | 484.40 | 909.80 |
| XMA LTD (Xerox) | 445.00 | 292.20 | 737.20 |

## SECTION 3 cont'd

### LOT 5 - Managed Print Services

| Awarded Suppliers | Generic Score | Lot 5 Score | Total Score |
|---|---|---|---|
| **Sharp Business Systems UK plc (formerly IOT Sharp Digital Solutions)** | **530.00** | **681.30** | **1211.30** |
| **Canon UK Ltd** | **425.00** | **708.10** | **1133.10** |
| **Annodata Ltd** | **460.00** | **634.30** | **1094.30** |
| **Ricoh UK Ltd** | **400.00** | **619.50** | **1019.50** |
| **Konica Minolta Business Solutions UK Ltd** | **430.00** | **555.20** | **985.20** |

### LOT 6 - Independent Audit

| Awarded Suppliers | Generic Score | Lot 6 Score | Total Score |
|---|---|---|---|
| **Ricoh UK Ltd** | **100** | **790.00** | **890.00** |
| **Balreed Digitec Ltd** | **100** | **776.50** | **876.50** |
| **Puro Solutions Ltd** | **100** | **664.00** | **764.00** |
| **Newfield IT** | **100** | **598.00** | **698.00** |
| **Canon UK Ltd** | **100** | **314.00** | **414.00** |
| **Wyse Solutions Ltd** | **100** | **314.00** | **414.00** |

Notes

All tenders received were considered on the information contained in the tender or obtained by the CBC Lead as a direct result of the tender process. Submissions were assessed on the basis of most economically advantageous tender.

Evaluation was divided into two stages:

Stage One – Selection

Stage Two – Full Tender Assessment

Before the full tender was assessed and evaluated Tenderers first passed through the Selection criteria as was stated in 'Schedule 1 - Stage One – Selection'. These questions were **PASS or FAIL** rated and were linked to the Tenderer's economic and financial standing and/or technical or professional ability. These questions carried no evaluation score, however, if a **FAIL** was allocated to a response then the CBC Lead rejected the Tenderer and no further evaluation (Stage Two) was undertaken.

Once the Tenderer passed 'Stage One – Selection' the tender submission was subject to further assessment as was detailed in 'Stage Two - Full Tender Assessment'. This was divided into 'Generic Assessment' and 'Lot Specific Assessment' criteria.

'Generic Assessment' criteria were concerned with questions that are common to all Lots and 'Lot Specific Assessment' criteria took into account those questions that are unique to an individual Lot. The Generic and Lot Specific scores were then added together to give a total score per Lot.

The weighting used on each Lot is detailed on the next page.

## SECTION 3 cont'd

| GENERIC TENDER ASSESSMENT | |
|---|---|
| **Assessment Criteria** | **% Weighting** |
| Required Information | 20 |
| Generic Service quality | 80 |

| LOT 1 - SPECIFIC ASSESSMENT | |
|---|---|
| **Lease & Purchased Multi-functional Devices and Document Solutions** | |
| **Assessment Criteria** | **% Weighting** |
| Price / Value for Money | 50 |
| Service Requirements | 50 |

| LOT 2 - SPECIFIC ASSESSMENT | |
|---|---|
| **Lease & Purchased Remanufactured Multi-functional Devices** | |
| **Assessment Criteria** | **% Weighting** |
| Price / Value for Money | 50 |
| Service Requirements | 50 |

| LOT 3 - SPECIFIC ASSESSMENT | |
|---|---|
| **Digital Duplicators** | |
| **Assessment Criteria** | **% Weighting** |
| Price / Value for Money | 60 |
| Service Requirements | 40 |

| LOT 4 - SPECIFIC ASSESSMENT | |
|---|---|
| **Print Room** | |
| **Assessment Criteria** | **% Weighting** |
| Price / Value for Money | 60 |
| Service Requirements | 40 |

| LOT 5 - SPECIFIC ASSESSMENT | |
|---|---|
| **Managed Print Service** | |
| **Assessment Criteria** | **% Weighting** |
| Price / Value for Money | 30 |
| Scenario service Requirements | 20 |
| General service Requirement | 50 |

| LOT 6 - SPECIFIC ASSESSMENT | |
|---|---|
| **Independent Audit** | |
| **Assessment Criteria** | **% Weighting** |
| Price / Value for Money | 50 |
| Service Requirements | 50 |

## SECTION 4 – SUPPLIER CONTACT DETAILS

**ANNODATA LTD**

Shannon House
Station Road
Kings Langley
Hertfordshire
WD4 8SE

Tel: 01923 433 371
Fax: 01923 433 349

**AWARDED**

**LOT 1** – Multifunctional Devices & Document Solutions

**LOT 5** – Managed Print Services

**CONTACT:**

**John Barron** – Sales Manager Home Counties & Education
Tel: 07775 705 669
Email: john.barron@annodata.co.uk

**WEBSITE:**

www.annodata.co.uk

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

BALREED
Superior print technology ▪ Managed print services

**BALREED DIGITEC LTD**

Nimbus House
Liphook Way
Maidstone
ME16 0FZ

Tel: 01622 620850
Fax: 01622 620851

**CONTACT:**

**Richard Sawyer**
Tel: 01622 620 850
Email: Richard.sawyer@balreed.com

Enquiries can also be e-mailed to: Jodie.clark@balreed.com

**WEBSITE:**

www.balreed.com

**AWARDED**

**LOT 6 –** Independent Audit
*(Suppliers can NOT provide devices or equipment as part of this Lot.)*

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

**CANON UK Ltd**

Woodhatch
Reigate
Surrey
RH2 8BF

Tel: 01737 220 000
Fax: 01737 220 178

**AWARDED**

**LOT 4** – Print-room Equipment

**LOT 5** – Managed Print Services

**LOT 6** – Independent Audit
*(Suppliers can NOT provide devices or equipment as part of this Lot.)*

**CONTACT:**

**David Crichton** – Account Director (Local Government)
Tel: 07967 674540
Email: david_crichton@cuk.canon.co.uk

**WEBSITE:**

www.canon.co.uk

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

**KONICA MINOLTA**
**BUSINESS SOLUTIONS UK LTD**

Miles Gray Road
Basildon
Essex
SS15 5AY

Tel: 01268 644 200
Fax: 01268 644 214

**AWARDED**

**LOT 1** – Multifunctional Devices & Document Solutions

**LOT 4** – Print-room Equipment

**LOT 5** – Managed Print Services

**CONTACTS:**

**PUBLIC SECTOR SALES MANAGERS**

**Graham Coppin (South East)**
Tel: 07793 758773
Email: graham.coppin@konicaminolta.co.uk

**Paul Bowen (South West)**
Tel: 07793 758520
Email: paul.bowen@konicaminolta.co.uk

**Paul Penswick (North West)**
Tel: 07785 516077
Email: paul.penswick@konicaminolta.co.uk

**Mark Hill (North East)**
Tel: 07841 495862
Email: mark.hill@konicaminolta.co.uk

**WEBSITE:**

www.konicaminolta.co.uk

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

**NEWFIELD IT LTD**

Newfield IT Ltd
Sovereign House
26-30 London Road
Twickenham,
TW1 3RW

Tel: 020 7871 6700
Fax: 20 7871 6701

**CONTACT:**

**Geoff Hogg**
Tel: 07809 195536
Email: Geoff.hogg@newfieldit.com

**WEBSITE:**

www.newfieldit.com

**AWARDED**

**LOT 6** – Independent Audit
*(Suppliers can NOT provide devices or equipment as part of this Lot.)*

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

# PUROSolutions Limited

**PURO SOLUTIONS LTD**

Puro Solutions Ltd
87 Heath Lea
Well Head Rise
Halifax
West Yorkshire
HX1 2DA
Tel: 0845 689 1007
Fax: 01422 500015

**CONTACT:**

Stephen Taylforth – Director
Tel: 07940 585376
Email: Stephen@purosolutions.co.uk

**WEBSITE:**

www.purosolutions.co.uk

**AWARDED**

**LOT 6** – Independent Audit
*(Suppliers can NOT provide devices or equipment as part of this Lot.)*

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

RICOH
imagine. change.

### RICOH UK LTD

Ricoh House
1 Plane Tree Crescent
Feltham
Middlesex
TW13 7HG

Tel: 020 8261 4000
Fax: 020 7251 4910

**CONTACTS:**

**REGIONAL SALES DIRECTORS (Government Sales)**

**Steve Doust (London & South East)**
Tel: 07770 670 711
Email: steve.doust@ricoh.co.uk

**Vicky Brown (Midlands & South West)**
Tel: 07714 678 193
Email: Vicky.brown@ricoh.co.uk

**Neil Bacon (North)**
Tel: 07714 678 209
Email: neil.bacon@ricoh.co.uk

**Aidan Kerrigan (Scotland)**
Tel: 07714 678 500
Email: aidan.kerrigan@ricoh.co.uk

**Paul Wheatley (Wales)**
Tel: 07500 608 890
Email: paul.wheatley@ricoh.co.uk

**WEBSITE:**

www.ricoh.co.uk

**AWARDED**

**LOT 1** – Multifunctional Devices & Document Solutions

**LOT 2** – Remanufactured Multifunctional Devices & Document Solutions

**LOT 3** – Digital Duplicators/ Copy-printers

**LOT 4** – Print-room Equipment

**LOT 5** – Managed Print Services

**LOT 6** – Independent Audit *(Suppliers can NOT provide devices or equipment as part of this Lot.)*

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

**SHARP BUSINESS SYSTEMS UK plc**

Northern House
Moor Knoll Lane
East Ardsley
Wakefield
West Yorkshire
WF3 2EE

Tel: 01924 823 455
Fax: 01924 820 433

**AWARDED**

**LOT 1** – Multifunctional Devices & Document Solutions

**LOT 4** – Print-room Equipment

**LOT 5** – Managed Print Services

**CONTACT:**

**David Harrison (National Accounts Manager)**

Tel: 0780 847 9138

Email: davidharrison@sharpbusiness.com

**WEBSITE:**

www.sharpbusiness.com

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

**WYSE SOLUTIONS LTD**

Oving House
Loudhams Wood Lane
Chalfont St Giles
Bucks
HP8 4AP

Tel: 01494 764933
Fax:

**CONTACT:**

**Duncan Adamson** – National Account Manager
Tel: 07795 493050
Email: duncanadamson@wysesolutions.co.uk

**WEBSITE:**

www.wysesolutions.co.uk

**AWARDED**

**LOT 6** – Independent Audit
*(Suppliers can NOT provide devices or equipment as part of this Lot.)*

## SECTION 4 cont'd – SUPPLIER CONTACT DETAILS

**XMA IT Solutions Ltd**

Unit 44
Wilford Industrial Estate
Ruddington Lane
Wilford
Nottingham
NG11 7EP

Tel: 0115 845 4000
Fax: 0115 982 2200

**CONTACT:**

**Ann O'Shaughnessy**

Tel: 0115 846 4000

Email: bidteam@xma.co.uk

**WEBSITE:**

www.xmaonline.co.uk

**AWARDED**

**LOT 4** – Print-Room Equipment

# SECTION 5 – OJEU AWARD NOTICES

## OJEU Award Notice Lots 1 – 4

## OJEU Award Notice Lots 5 – 6

# SECTION 6 – SERVICE LEVEL AGREEMENT

The Service Level Agreement (SLA) sets out the service to be provided by the Supplier to the End Users accessing the CBC framework agreement and must be adhered to by the supplier/subcontractors at all times. The full SLA can be found below.

It is based entirely on the Specification, Terms and Conditions and completed Offer Schedules of the Framework Agreement.

The Service Level Agreement (SLA) is not a substitute for the full documentation, but it is intended to be the basis of any communication, between the suppliers and end users, focusing on service delivery.

The Service Level Agreement (SLA) details the escalations which are applicable and can be invoked directly by the Customer/End User.

The Supplier must take overall responsibility for any and all sub-contractors (if used) in meeting the requirements of the SLA.

## SERVICE LEVEL AGREEMENT (SLA)

### 1. Introduction

**1.1.** This Service Level Agreement (SLA) sets out the service to be provided by the Supplier to the Customers / End Users under the Agreement.

### 2. Services Covered

**2.1.** This Service Level Agreement (SLA) covers the base level of service applicable to all Services provided.

**2.2.** The maintenance and consumable agreement is mandatory in respect of the Leased Equipment but is equally available to End Users who purchase Equipment outright.

2.3 There may be occasions where a CBC Member Authority may wish to opt out of the maintenance agreement for a specific customer. On these occasions the Supplier will continue to provide support, consumables, training and parts free of charge as required as part of a reduced cost per copy service agreement.

2.4 The service support includes installation, network connections, product training, preventative and breakdown maintenance, maintenance for free of charge software, remote support, network support, parts, firmware upgrades and all consumable requirements (excluding paper). It is expected that a more regular/higher level of preventative maintenance will be required in the case of high volume equipment e.g. Lot 4 Print Room Equipment

2.5 The supplier will ensure they can support upgrades in global operating systems introduced regularly e.g. Microsoft applications

2.6 Lease Charges and Cost per Page charges cannot increase, however reductions will be accepted.

## 3. Duration

**3.1.** This Service Level Agreement (SLA) will be valid for all individual contracts which have been supplied under the Agreement.

**3.2.** The validity will continue beyond the expiry of the Agreement until all Lease agreements inclusive of agreed extension periods have ended.

**3.3.** Where products have been purchased outright then the maintenance and services should be available for 7 years from the date of installation.

**3.4.** In addition all replacement parts, consumables and non-network accessories will be available for a minimum of 7 years after production ceases.

## 4. Secondary Terms - Extended Contracts for the Leased Equipment

4.1 Once the Primary lease period of the Leased Equipment has expired, the Supplier shall offer a set discount on the Lease charges.

4.2 Secondary term contracts repay the residual value from the Primary Lease period only.

4.3 End Users will be able to extend their Order in respect of the Leased Equipment for a further period, subject to the agreement of the Supplier based upon the reliability and age of Equipment, but no longer than a total of 7 years including the Primary period.

4.4 This will continue on a month by month basis until the appropriate notice is given by either party or until the end of the agreed period. Individual Agreements may be terminated during the Secondary Period, subject to 15 working days notice, without settlement.

4.5 Lease Charges and Cost per Page charges cannot increase, however reductions will be accepted.

## 5. Insurance

5.1 The Supplier must ensure they have made provision for product liability insurance for any/all loss or damage to the Equipment and sundry equipment installed.

5.2 The Supplier must provide individual insurance for all equipment. It is the Supplier's responsibility to insure all equipment against all risks and must include fire, theft and accidental damage, (excluding deliberate and/or negligent acts)

## 6. Service Support Hours

**6.1.** Service engineers must be fully trained and qualified by the Manufacturer to service Equipment.

**6.2.** Extended out of hours machine service should be made available upon request under special circumstances as required by each Customer/End User, subject to cost.

**6.3.** Service request logs should be placed with the Supplier's helpdesk by email, telephone or fax.

**6.4.** Engineer Maintenance Support - Engineer support will be provided as a minimum of 8.5 working hours between the normal service hours listed:

| **Engineer Support** | **Monday – Friday** |
|---|---|
| Standard | 08:00 – 17:30 |

**6.5.** Telephone Support - Telephone support will be provided as a minimum between the normal office hours listed:

| **Telephone Support** | **Monday – Friday** |
|---|---|
| Standard | 08:00 – 18.00 |

**6.6.** Website Support - Website support will be provided on a 24-hour basis for service maintenance requests, consumable ordering and meter reading submissions.

## 7. Response Times

7.1 Consistent with high up-times, fast responses times are required throughout the Contract Period.

7.2 On-site engineer support must maintain an average four hour service response during the normal working hours.

7.3 The maximum service response time must not exceed six working hours which will be monitored for individual equipment over quarterly periods.

7.4 Response time is the time from the End User first placing a service request, to the arrival on-site of an engineer at the particular equipment.

| **Service Response Times Lot 1, 2 and 3** | |
|---|---|
| Average Service Response | Four Hours |
| Maximum Service Response | Six Hours |
| **Service Response Times Lots 1 and 2 for High Volume Machines over 80ppm (Mono)** | |
| Average Service Response | Two Hours |
| Maximum Service Response | Four Hours |

| **Service Response Times Lot 4** | |
|---|---|
| Average Service Response | Two Hours |
| Maximum Service Response | Four Hours |

7.5 Service response times for Lot 5 will be determined by individual Customer/End User requirements.

7.6 Regular preventative maintenance must be carried out at least six monthly for floor standing machines above 25 ppm and for all other machines at least once per 12 month period.

## 8 Service Hours Failure Compensation

Compensation will be calculated against individual service failures per machine. However the level of compensation shall be determined as a percentage (%) reduction of the service support revenue element of the average quarter's output volume (calculated as an average of the previous three quarter's usage. In the case of no previous history, the manufacturers average volume for that model should be used) as detailed below.

8.1 If the service response times are exceeded the Customer/End User in question reserves the right, without prejudice to any other terms and conditions to invoke the failure compensation as detailed below. This is to be paid by way of a credit note or cheque refund to the Customer/End User. Service response times relate to the initial service response call only and not to Return To Fit calls. These RTF calls will be measured and compensated separately.

8.2 Failure compensation for the cost and inconvenience caused to the End User will be calculated as a percentage (%) reduction of the service support revenue element of the average quarter's output volume and is payable per hour for each hour over the maximum service response time as specified in the above tables.

The failure compensation will be applied to the total average quarterly service value, inclusive of mono and colour volume charges where applicable.

8.3 Multiple exceeded response times within a given quarter will each attract additional percentage failure compensation (%).

8.4 Service Hours Failure compensation

| **Failure Compensation for each hour above the maximum service response time** | |
|---|---|
| Up to 8 Working Hours | 3% Reduction per hour (WH) |
| 8 Working Hours or higher | 5% Reduction per hour(WH) |

Example:

Customer A - has waited for an engineer for 3 days (24 working hours), for a device supplied under Lot 1. Using the above table the Supplier will be required to pay compensation as follows:

Quarterly Usage:
Quarter 1 service value £300
Quarter 2 service value £450
Quarter 3 service value £150 (Total £900 over 3 quarters)
So average quarterly service value = £300
The Failure Compensation calculated against this average would therefore be the first 8 hours outside of the SLA = 8 hours x 3% of £300 = £72, then a further 10 hours x 5% of £300 = £150. Total compensation would therefore be £222

8.5 The Supplier will automatically provide loan replacement Equipment, on a like for like basis, where the Equipment has been down for a period of 3 working days. The loan machine will be delivered and installed, at the Supplier's sole cost, on the following working day (i.e. day 4). Suppliers must ensure that loan machines are always available.

8.6 Any demonstrable copy costs or expenses incurred by the customer whilst the machine was unavailable e.g. awaiting spare parts with no other means to print, will be passed to the Supplier for payment.

8.7 The Supplier will be expected to and must provide Information relating to response time failure on a quarterly basis to the Lead and Member Authorities. The supplier will also be expected to provide information to individual authorities relating to their own areas.

## 9. Machine Up-time

9.1 High up-time of equipment is critical to all Customers/End Users, and represents the amount of time the equipment is fully functional within the maintenance support hours of this Service Level Agreement.

Equipment up-time must maintain an average of 98% and a minimum of 97% for all individual equipment as below.

| **Up-time Percentages** | |
|---|---|
| Average Up-time | 98% |
| Minimum Up-time | 97% |

9.2 If the minimum up time requirement is not met the Customer/End User in question reserves the right, without prejudice to any other terms and conditions to invoke the failure compensation as detailed below. This is to be paid by way of a credit note or cheque refund to the Customer/End User.

9.3 Failure compensation for the cost and inconvenience caused to the End User will be calculated as a percentage (%) reduction of the service support revenue element of the average quarter's output volume and is payable per percentage point as specified in the table below.

9.4 The failure compensation will be applied to the total average quarterly service value, inclusive of mono and colour volume charges where applicable (calculated as an average of the previous three quarter's usage. In the case of no previous meter history, the manufacturer's average volume for that model should be used).

| **Minimum up time failure compensation** | |
|---|---|
| 1% - 20% below minimum uptime* | 3% Reduction per percentage point |

*Tenderers should note that once a machine hits repeated downtime of 20% and above then clause 15 applies.

Example:

A device has a reported up time of 90%, but the required minimum is 97%. The supplier has therefore fallen below the requirement by 7%. Using the above table the Supplier will be required to pay compensation as follows:

Quarterly Usage:

Quarter 1 service value £300
Quarter 2 service value £450
Quarter 3 service value £150 (Total £900 over 3 quarters)

So average quarterly service value = £300

The Minimum up time Failure Compensation calculated against this average would therefore be 7 x 3% of £300 = £63.

In addition to any Customer compensation, compensation will be payable per quarter, by way of a credit* to the Member Authority at a rate of £1000 for each 1% variance below the minimum standard up-time in accordance with the SLA across the Member Authorities database.

* the Member Authority will agree the payment method of the credit with the Supplier.

## 10. Equipment Delivery

10.1 All Equipment should be delivered and installed free of charge within 15 working days of receipt of an Order, or in accordance with the installation timetable agreed with the CBC Member or Customer/End User. The End User must be notified of any delays in delivery/installation and given the option of either a replacement machine of the same or higher specification at the same price or cancellation of their order without incurring penalties. Orders with a failure of this nature will be subject to liquidated damages as set out in Schedule 10.

10.2 The Supplier must give a minimum of 3 working days notice for delivery and/or installations, unless urgent delivery is required.

10.3 Dead on Arrival equipment should be removed by the delivery agent and arrangements made for either a loan machine or a replacement machine to be delivered within a maximum 5 working days.

10.4 Engineer Installation and Network connection should be commissioned by the Supplier within 2 working days (48 hours) of equipment delivery, subject to End User requirements.

## 11. Equipment Collections

11.1 Equipment should be collected within 15 working days of the Supplier being in receipt of an official collection request from the Customer/End User or in accordance with any agreed collection timetable.

11.2 Collection requests will be placed by the Customer/End Users and will either be sent by post, facsimile or via email.

11.3 Equipment collection will be free of charge in every case whether the equipment was Leased or Purchased.

11.4 No prior notification period will be applicable for machine collection requests.

11.5 Failure to collect the machine with the given period may result in the machine being removed and stored and all costs incurred by the Customer/End User will then be payable by the supplier.

## 12. Problem Machines

12.1 End Users reserve the right to request a replacement machine of equivalent specification inclusive of features for products with a poor reliability record, or consistently occurring problems.

12.2 Equipment will automatically be replaced, on a like for like basis under the same terms of agreement when:

a) A product has had 6 or more breakdown calls in one quarter.
b) A product has not achieved the expected up-time two quarters in a row.
c) Downtime is more than 20 per cent (%) of available up time over a quarterly period.
d) A colour product has become incapable of achieving the reference standard, using the sample images provided.
e) Mono product has become incapable of achieving the specified DPI.

12.3 Equipment will be upgraded to a replacement machine at no cost to the End User if the Average monthly usage of the machine over two quarters exceeds the manufacturer's published maximum volumes (not duty cycle).

12.4 Any replacement product will be for the remaining period of the original Agreement unless otherwise agreed with the End User.

12.5 No settlement figure arrangement will be acceptable under these circumstances.

## 13. Relocation of Machines

13.1 Customers/End Users reserve the right to request that Suppliers relocate any machine at anytime during the Customer/End User agreement Period.

13.2 The Supplier is required to provide machine relocations within 10 days following the receipt of written notification.

13.3 Machines relocated within the same building should be undertaken Free of Charge including stair walkers.

13.4 Machines requiring cross building relocation should be re-sited Free of Charge.

13.5 Leased Equipment remains the property of the Supplier and may only be re-located or removed by the Supplier or an agent appointed by it, unless consent has been provided by the Supplier or unless 11.5 is invoked.

## 14. Operator Error

14.1 Service requests which are considered to be "operator error" by the Supplier should be provided Free of Charge. i.e. paper jams, incorrect toner replacement

14.2 Appropriate training should be provided to avoid future problems.

## 15. Upgrading/Downgrading of Machines

15.1 Due to changing requirements, it may be necessary to occasionally replace a machine with a different model. In these circumstances the Customers/End User reserves the right to upgrade or downgrade the machine within the Suppliers accepted range at anytime without penalty.

15.2 Changing requirements consist of a 40 per cent (%) increase/decrease in page output volume or a dramatic change in the Customers/End Users equipment requirement, excluding the migration over to colour machines. This will be measured over the previous two quarters usage.

15.3 Replacement machines will be within the existing Supplier's range and will be treated as a new installation and a new agreement will be arranged.

## 16. Machine Contract Termination

16.1 Where a Customer/End User's establishment permanently closes down, or is reduced in size by more than 25 per cent (%), all lease or service agreements will be terminated, or the number of machines reduced at no financial penalty to the Customer/End User or Member Authority, once all outstanding invoices have been paid.

16.2 Machines are to be removed unless otherwise arranged within 15 working days or clause 11.5 is invoked.

16.3 No prior notification period will be applicable for machine contract terminations.

## 17. Training

17.1 The Supplier will provide appropriate user training at the time of installation of equipment (or such other date as agreed with the End User)

17.2 Key Operators will be responsible for day to day maintenance of the Equipment e.g. adding paper, clearing paper jams and carrying out other simple non technical operations and as such will require any necessary training.

17.3 The Supplier will provide comprehensive training for all High Volume/Print Room operators per machine, plus subsequent replacement operators.

17.4 All training will be free of charge including high volume print room machines and software solution packages.

17.5 An instruction and/or operators handbook must be delivered with every machine at the time of delivery.

## 18. Consumable / Spare Part Availability

18.1 All consumables such as waste toner boxes, fuser units, replacement toners/cartridges and staples should be delivered directly to the End User free of charge within 2 working days of the End User's request.

18.2 Urgent delivery of consumables within 1 working day (24 hours) may be required by End Users in exceptional circumstances.

18.3 Equipment requiring replacement spare parts should be available and fitted by an engineer within 1 working day of the fault being diagnosed.

18.4 Replacement spare parts requiring engineer installation should not be delivered directly to the Customer/End User.

## 19. Meter Reading

19.1 Meter readings can be provided by, phone, fax, e-mail or over the web directly to the Supplier on a quarterly basis**.**

19.2 Automatic readings direct from networked products should be utilised where this has been specifically authorised and facilitated by the End User.

19.3 Suppliers are expected to send a form of reminder to the end user on a quarterly basis.

19.4 Invoices will only be passed on accurate readings.

## 20. Supplier's Staff Identity

20.1 All personnel are required to wear a clear Supplier's identity badge at all times when on the Customer/End User's Premises. Failure to do so may result in the Supplier's personnel being refused admission. Whilst on the Customer/End User's premises Suppliers personnel must adhere to all health and safety aspects as required by the Customer/End User's.

20.2 Any personnel visiting the Premises on behalf of the Supplier will be required to have been checked by the Criminal Records Bureau. Proof of these checks should be kept on file by the Supplier and should be made available at any time for inspection.

## 21. Environment (WEEE Regulations)

21.1 The Supply of Goods covered by this Agreement are deemed to be covered by the description: "business to business", therefore are covered by WEEE regulations.

21.2 The Supplier is required to collect and dispose of all equipment which has been purchased or leased with a service level agreement at the end of the Contract Period or as agreed by the Customer/End User.

21.3 Collection and disposal should be free of charge. (Lots 1-4). The Supplier may be required by the Customer/End User to collect and dispose of equipment which has been outright purchased free of charge.

21.4 The Supplier is required to collect and dispose in accordance with the WEEE regulations all waste packaging associated with initial delivery and all continued service level agreement work undertaken.

21.5 The Supplier is required to collect and dispose in accordance with the WEEE regulations all redundant replaced spare parts associated with the service level agreement (SLA) work undertaken.

21.6 The Supplier will not use the End User's own waste facilities.

## 22. Environment (Consumable Disposal)

22.1 The Supplier will provide at no additional charge a service for the collection and disposal of all consumables replaced by the End User in accordance with the WEEE regulations.

22.2 “Customer consumables” include all toner bottles, ink bottles, waste toner collection boxes, fuser units and drum kits.

22.3 The Supplier will be required to provide a minimum of one container or bin per machine, which will be suitable for the accumulation of used consumables.

22.4 The emptying and/ or replacement of such containers will be carried out no later than 3 working days after the Supplier receives a request from the End User.

22.5 Machines equipped with a waste toner collection box will be provided a replacement box at no additional charge at the time of initial delivery.

## 23. Customer Service

23.1 The End User will identify one person who will be responsible for the Order on behalf of their organisation (customer contact).

23.2 The Supplier will ensure the customer contact is kept fully informed and updated about equipment performance, activity and any outstanding issues at all times, including stock issues that may cause delivery delays.

23.3 Telephone call backs should be made within 24 hours of request wherever possible; and requests for information and/or quotations should be responded to within 3 working days.

23.4 The Supplier will always inform the selected customer contact before making visits to site (other than for maintenance/repairs calls by the engineers)

23.5 The Supplier will acknowledge receipt of documented complaints within 24 hours, and provide a detailed response with 48 hours of receipt. If the issue remains unresolved after this time, it can be formally escalated to the applicable CBC Member.

## 24. Customer Management Information

24.1 Customer Management reports may be required by Customer/End Users and should be supplied automatically by the Supplier.

24.2 Customer Management reports will need to be tailored to the Customer/End User’s reasonable requirements inclusive of frequency and requested information fields.

# SECTION 7 - ESCALATION PROCESS

The following outlines the formal Escalation process that shall be followed in the event that a Supplier or Customer/End User to the Agreement may experience a problem or problems that it is unable to resolve at local level. ('Local level' shall mean - by telephone, email or meeting (if required) between the Customer and Supplier but shall not be a formal procedure).

The Customer/End User and Supplier to the Agreement/Contract will agree to have used all reasonable endeavours to resolve any such problems at local level before initiating the Escalation process. In any event the Escalation process should only be initiated whereby performance shows no improvement or the parties are unable to agree.

The Escalation Procedure will have two distinct paths - 1) Product / Service Delivery and 2) Contractual Issues.

**General Procedure**

Stage 1 – This will involve the Ordering Authority (or Customer) and the Supplier meeting to discuss the issues in a formal manner. Full minutes of the meeting are to be taken and all routes to resolve the issue fully documented. A set of objectives are to be highlighted and timescales associated. A copy of the meeting notes is to be sent to the Customer's Contract Officer. Failure to achieve the issued objectives shall result in details being passed to the Contract Officer, who will initiate Stage 2.

Stage 2 – The Contract Officer will review the issues raised and make contact with both parties. The Supplier / Participating (Ordering) Authority will be contacted and guidance given to achieve a resolution. This will be in writing.

Stage 3 – In the event that Stage 2 failed to resolve the situation CBC Lead will be approached.

If after Stage 3 there is failure to achieve the agreed recommendations the CBC Lead will determine the course of action to be taken which could be but not limited to - suspension or termination of the position on the Agreement or access to it.

In an emergency situation the Escalation process may be fast tracked to Stage 3, if deemed appropriate by both parties. An emergency may be defined as an event likely to result in the failure of either party to meet the obligations of the Agreement and shall only be invoked after every effort has been made to follow the appropriate escalation path.

## Escalation Path relating to Product or Service Delivery Failure

| Stage | Customer | Supplier | Timescales for Completion |
|---|---|---|---|
| 1 | Authorised Representative of Ordering / Customer | Local Account Manager | 10 working day from notification |
| 2 | Authorised Representative of Customer responsible for Ordering Body/Authority. | Regional Account Manager or Sales Director | 10 working days from notification to enact. |
| 3 | Authorised Representative of CBC Lead. | Company Director | 15 Working days from notification |

## Escalation Path relating to Agreement Issues

| Stage | Customer | Supplier | Timescales |
|---|---|---|---|
| 1 | Authorised Representative of CBC Lead. | Regional Director | 10 Working days from notification |
| 2 | CBC Lead Departmental Director or nominated authorised persons | Company Director or nominated authorised persons | 15 Working days from notification |

In the event that an agreed resolution cannot be arrived at through the appropriate escalation path then the Dispute Resolution Procedure of the Conditions of Contract attached.

### Installations Escalation

If the supplier is unable to install the required equipment within the required 15 working day period or as otherwise agreed with the Customer/End User, then the above escalation procedure will apply, together with Liquidated Damages as detailed in Schedule 10.

**APPENDIX 1**

CUSTOMER ACCESS AGREEMENT

MFD Framework Agreement – Y11171

**Multi-functional Devices & Document Solutions, Digital Duplicators, Print Room Equipment, Independent Audit & Managed Print Services**

**TO BE COMPLETED BY THE CUSTOMER**

*Before conducting any activity under this CBC framework, please complete this form and return it (by email or post) to the KCS via Commercial Services (the Contracting Authority), on behalf of CBC.*

---

**AGREEMENT: I confirm that the organisation detailed below intends to participate in the above-mentioned CBC framework agreement, and that in doing so will act in accordance with the guidance, instructions and contractual requirements as provided by the CBC Lead Authority and in accordance with the Public Contracts Regulations 2006.**

| | |
|---|---|
| Signature: | |
| Date: | |
| Printed name of person signing this form: | |
| Position: | |
| Name of Authority, Council, etc.: | |
| Address: | |
| Telephone: | |
| E-mail address: | |
| Product(s)/ Service(s) of Interest: | |

*To return this form, please post it to:* **Julie Cripps, Product Manager**
**KCS**
**Gibson Drive, Kings Hill,**
**West Malling,**
**Kent, ME19 4QG.**

Or please email to: **Julie.cripps@kcs4mfd.co.uk** **cc.** **christine.hill@kcs4mfd.co.uk**

---

**CBC LEAD ACKNOWLEDGMENT of accessibility (To be completed by CBC LEAD):**

| | | | |
|---|---|---|---|
| Name: | | Position: | |
| Signature: | | Date: | |



Commercial Services
SINGLE SOURCE DIVERSE SOLUTIONS

## APPENDIX 2

## MONITORING FORM

| **Supply of Multi-functional Devices and Document Solutions (Lot 1), Remanufactured Equipment (Lot 2), Digital Duplicators (Lot 3), Print Room Equipment (Lot 4), Managed Print Services (Lot 5) and Independent Audit (Lot 6)** | |
|---|---|
| Name and address of organisation purchasing products/services | |
| Name of awarded Supplier | |
| Date of purchase/contract | |
| Items leased/purchased and Lot used | |
| Total/estimated value of order/contract | £ |
| Please give brief details of your experience using the Framework Agreement | |

Please e-mail the above completed form to copiers@kcs4mfd.co.uk

**Definitions**

The following expressions shall have the meanings ascribed to them in relation to the entire agreement:

**"Agreement"** means the overarching Framework Agreement between the CBC Lead and the Supplier from which orders and individual contracts are made and that shall include all terms, conditions and requirements as stated within and under which contracts may be entered into by Customer and Supplier for the supply of Equipment, Maintenance services or Consultancy Services.

**"CBC Lead"** means the public sector body (KCC – the Council) that has agreed to take responsibility for the tender process and contract formation relating to the supply and delivery of Multi-functional Devices and Document Solutions, Digital Duplicators, Print Room Equipment, Independent Audit and Managed Print Services. The Agreement will be between Commercial Services a division of Kent County Council (operated by KCS – a division of Commercial Services) on behalf of the CBC and the successful suppliers.

**"Commercial Services"** is the commercial division of Kent County Council and will own this agreement. In the event of a status or name change, ownership will remain with the entity that is currently known as Commercial Services.

**"Contract – Individual Agreement"** means the individual agreement for each device between the Customer/End user and the Supplier.

**"Customer/s"** means all public sector bodies or permitted accessing bodies who access and use this Agreement and who shall take full responsibility for their own individual contracting processes. An example of a Customer could be Local Authority, Borough Council, individual School, blue light service, charitable organisations etc.

**"Default"** means any breach of the obligations of either party or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and or individual order/ contract and in respect of which such party is liable to the other.

**"Device"** means the equipment to be supplied by the supplier in accordance with the terms of the Agreement and/or individual order/contract.

**"Documentation"** means any document issued by either party that is pertinent to the agreement and/or individual order/ contract. Such documents might include but not limited to user guides and operating manuals.

**"End User"** means the organisation with whom the equipment physically rests and is used. This may also be a direct customer or a customer of an authorised accessing body.

**"Equipment"** means the equipment to be supplied by the supplier in accordance with the terms of the Agreement and/or individual order/contract.

**"Framework"** means the Agreement.

**"Individual Contract"** means any order/contract for goods and/or services that are made between Customer and Supplier under this Agreement and that shall abide by the terms,

condition and requirement of both the Agreement and individual orders/contracts as specified from time to time.

**"Leased Equipment"** means the Equipment supplied by the Supplier under an operating lease agreement.

**"Liquidated Damages Period"** means a period of ten working days.

**"LOT"** shall mean the individual Equipment or Service delivery LOT against which Suppliers will be allocated a position as Supplier under the Agreement.

**"Kent County Supplies (KCS)"** is a business unit of Commercial Services. KCS will on behalf of Commercial Services operate the Agreement and management of the Contract. In the event of a status or name change, the entity that is currently known as KCS will continue to operate and manage the contract.

**"Maintenance Services"** means the maintenance services to be provided by the Supplier in accordance with the Agreement and relevant individual order/contract.

**"Member Authority"** means the contracting authority with responsibility for managing the Individual Contracts under the Agreement in their particular area.

**"Mini Tender/Competition"** means the process by which Customers may obtain Equipment an/or services through inviting competition among all capable Suppliers relevant to a LOT in order to procure best value for itself or its End Users.

**"Order"** means any order/contract for goods and/or services that are made between Customer and Supplier under this Agreement and that shall abide by the terms, condition and requirement of both the Agreement and individual orders/contracts as specified from time to time.

**"Premises"** means the premises occupied by the Customer and/or End User at which Equipment is to be installed or the Consultancy Services or Maintenance Services are to be supplied.

**"Software"** means collectively the Suppliers Software, the specially written Software, the internal code and the third party Software.

**"Supplier"** means the Supplier appointed as part of the tender process to the Agreement whom has agreed to supply the Equipment and Services under the terms, conditions and requirement of the Agreement and individual orders/contracts.

**"Suppliers Software"** means the software in which intellectual property rights are owned by the Supplier.

**"Third Party Software"** means any software in which intellectual property rights are owned by a third party which is supplied by the Supplier hereunder and which the Supplier shall be responsible for.